

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Duracell U.S. Operations, Inc.,

Plaintiff,

v.

Energizer Brands, LLC,

Defendant.

Civil Case No.: 25-cv-5020

COMPLAINT

JURY TRIAL DEMANDED

Duracell U.S. Operations, Inc. (“Duracell”), by its attorneys Reed Smith LLP, for its Complaint against Energizer Brands, LLC (“Energizer”), alleges as follows:

NATURE OF THE ACTION

1. Duracell brings this action for injunctive relief and damages to halt a false, misleading, and harmful comparative advertising campaign by its main competitor, Energizer, regarding its Energizer MAX® (“Energizer MAX”) batteries.

2. Energizer recently launched a sweeping advertising campaign—including on Facebook, Instagram and its YouTube channel, on numerous popular television channels like BRAVO, ESPN, Food Network, TBS, and USA, and during marquee sporting events like the Stanley Cup Finals and NCAA Softball World Series—making false and/or misleading claims comparing performance of its Energizer MAX alkaline batteries versus Duracell’s Coppertop with Power Boost™ Ingredients (“Duracell Power Boost”) alkaline batteries (the “Energizer MAX False Advertising”). These false and/or misleading statements include, for example, claims that “Energizer MAX® Outlasts Duracell Power Boost by 10%” (the “10% Claim”), that “This Bunny Beats Drums. And Duracell” (the “Beats Duracell Claim”), that Energizer MAX is “Proven to Last

Longer” (the “Proven Claim”), and “Lasts Longer. ‘Nuff Said” (the “Lasts Longer Claim”) (collectively, the “False Statements”).

3. The False Statements falsely and misleadingly convey that Energizer MAX batteries outperform Duracell Power Boost batteries in all circumstances. That is not true.

4. The False Statements are prominently featured in the Energizer MAX False Advertising, which also include a small statement “Powered by Enhanced Energy™” (the “Enhanced Energy Statement”). The False Statements are followed by or include an asterisk and a tiny technical, limited disclaimer at the bottom of the Energizer MAX False Advertising that is virtually—if not entirely, depending on the medium—illegible, as well as meaningless to the average consumer: “Energizer MAX Enhanced Energy AA ANSI21 Personal Grooming vs. Power Boost AA” (the “Disclaimer”).

5. Examples of the new Energizer MAX False Advertising are below:



6. Duracell and Energizer have been head-to-head competitors at the top of the global household primary (disposable) battery market for decades. Duracell markets and sells its Duracell Power Boost batteries within various retail channels in the United States. Energizer markets and sells its Energizer MAX batteries within similar channels in the United States.

7. The Energizer MAX False Advertising is a clear effort by Energizer to expand its market share—at Duracell’s expense—by confusing and misleading consumers about the comparative performance of Energizer MAX batteries and Duracell Power Boost batteries with blatantly false advertising in a transparent, and unfair, effort to drive sales.

8. Energizer has launched the Energizer MAX False Advertising in a media blitz throughout the United States in a multitude of channels, including social media, YouTube, television (including during key sporting events), and e-commerce, in an effort to maximize the reach of the Energizer MAX False Advertising.

9. Energizer’s conduct violates Section 43(a) of the Lanham Act, 15 § 1125(a), and numerous state laws, including deceptive trade practices and false advertising Under N.Y. General Business Law §§ 349 and 350, and common law unfair competition.

10. As a consequence of this nationwide course of deception, Energizer has induced unsuspecting consumers to purchase its Energizer MAX batteries—and diverted sales from Duracell—by falsely representing and creating the false and/or misleading impression that Energizer MAX batteries are longer-lasting compared to Duracell Power Boost batteries, when they are not.

11. Energizer’s false and/or misleading advertising will cause and is causing irreparable harm to the Duracell brand, and its goodwill and reputation in the household battery segment. By this action, Duracell seeks injunctive relief, corrective advertising, and damages

occasioned by Energizer's false and/or misleading advertising, which unjustly benefits Energizer to the detriment of Duracell and consumers.

PARTIES

12. Plaintiff Duracell is a Delaware corporation headquartered in Chicago, IL. Duracell is in the business of developing, manufacturing, marketing and selling batteries and related products in the United States and worldwide.

13. Defendant Energizer is a Delaware limited liability company with its headquarters in St. Louis, MO. Energizer is in the business of developing, manufacturing, marketing and selling batteries and related products in the United States and worldwide.

14. Duracell and Energizer are head-to-head competitors, together with a majority of the United States household battery market share.

JURISDICTION AND VENUE

15. This action for false advertising arises under Section 43(a) of the Lanham Trademark Act of 1946, 15 U.S.C. § 1051, *et seq.* (the "Lanham Act"), false advertising and deceptive trade practices under N.Y. General Business Law §§ 349 and 350, and unfair competition under the common law of New York, as detailed herein.

16. This Court has subject matter jurisdiction over this action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338. This Court has supplemental jurisdiction over the related state and common law claims pursuant to 28 U.S.C. §§ 1338(b) and 1367(a).

17. This Court has personal jurisdiction over Energizer because Energizer transacts business in the state of New York and markets its Energizer MAX batteries bearing advertising claims that are false or misleading and likely to confuse consumers within the state.

18. Venue is proper in this District under 28 U.S.C. § 1391(b)(1), (b)(2), and (c)(2) because Energizer resides in this District and a substantial part of the events giving rise to this

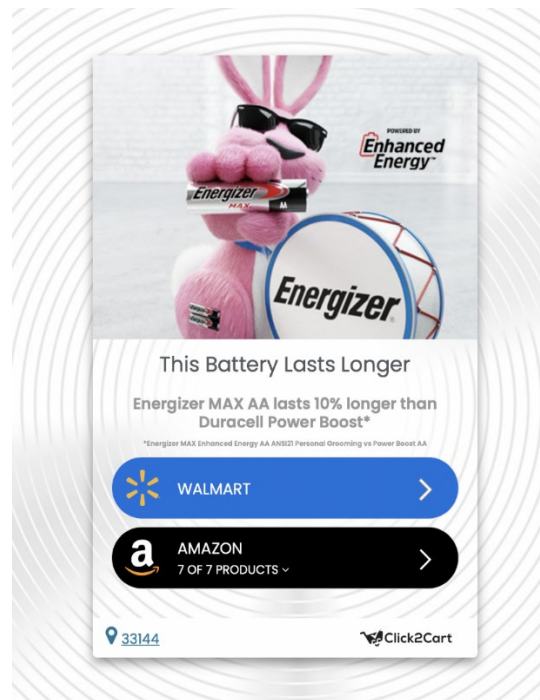
action have occurred and will continue to occur within this District.

BACKGROUND FACTS

19. Duracell is engaged in the manufacture, marketing, licensing, sale, and worldwide distribution of batteries. Duracell manufactures alkaline batteries in many common sizes, such as AAA, AA, C, D, and 9V. Through its substantial advertising and promotional efforts, and its sales and relationships with its customers, Duracell has built up a highly valuable reputation and substantial goodwill.

20. In July 2022, Duracell launched its Duracell Power Boost line of alkaline batteries.

21. In early June 2025, Energizer started a new advertising campaign in which it began advertising that its Energizer MAX battery “Outlasts Duracell Power Boost by 10%,” and that it “beats...Duracell,” is “Proven to Last Longer,” and “Lasts Longer. ‘Nuff Said.” As depicted below, the Energizer False Statements are prominently emphasized in font that is exponentially larger than the tiny, illegible Disclaimer at the bottom of the ads. Moreover, certain ads also feature Duracell’s iconic trade dress as part of Energizer’s misleading comparative messaging.





22. The above ads began running on Instagram and Facebook on or about June 2, 2025 and remain active.

23. The Energizer False Statements also appear in video advertisements, for example, on Energizer's YouTube channel: https://www.youtube.com/watch?v=M_o7cs8hy7Q (15-second

version; 1,300 views since June 2, 2025) and <https://www.youtube.com/watch?v=Ap3z4Qi46IQ> (30-second version; 2,100 views since June 2, 2025). These “Last Battery Standing” ads prominently display the 10% Claim followed by an asterisk and Disclaimer (“Energizer MAX Enhanced Energy AA ANSI21 Personal Grooming vs. Power Boost AA.”). The Disclaimer in tiny font appears fleetingly—for approximately two seconds—and when viewed on a phone, it is entirely illegible. The ads also prominently feature Duracell’s iconic trade dress as part of Energizer’s misleading comparative message, which involves the Energizer Bunny engaged in a “wild west” showdown where Energizer MAX defeats the Duracell battery.

24. These video ads start with a voiceover making the clear and unambiguously false statement that “Energizer MAX outlasts Duracell Power Boost by 10%”. Following the Energizer Bunny’s “conquering” of the Duracell battery, at the end of the ads, the voiceover states “Now powered by Enhanced Energy”, and the ad briefly displays the Enhanced Energy Statement for the first time.

25. The 15-second and 30-second versions of these video advertisements—and the tiny, fleeting Disclaimer—have also appeared on television, including on the following networks: BRAVO, Discovery Channel, E!, ESPN, ESPN2, Food Network, Golf Channel, ID, MLB Network, NHL, Oxygen, SyFy, TBS, and USA.

26. The false 10% Claim has had its intended effect, as comments to these videos include the following statements from viewers: “Energizer > Duracell” and “Energizer is just simply the best!!”.

27. Similarly, on or about June 2, 2025, Energizer launched a series of 11-13 second video ads on Facebook and Instagram that prominently feature the 10% Claim. These videos feature music with a loud drumbeat, dynamic large pink headlines in capital letters, including the

10% Claim, and in some instances feature the Energizer Bunny flicking away a battery that is clearly Duracell's black and copper trade dress. The tiny Disclaimer appears for only a couple of seconds, and again is barely perceptible (and entirely illegible when viewed on a phone, which is where many, if not most, consumers will see it). And with the distraction of the dynamic headlines and beating drum, the Disclaimer disappears before it can be read (if it can be read at all). Links to these videos, with their view count since June 2, 2025, are below:

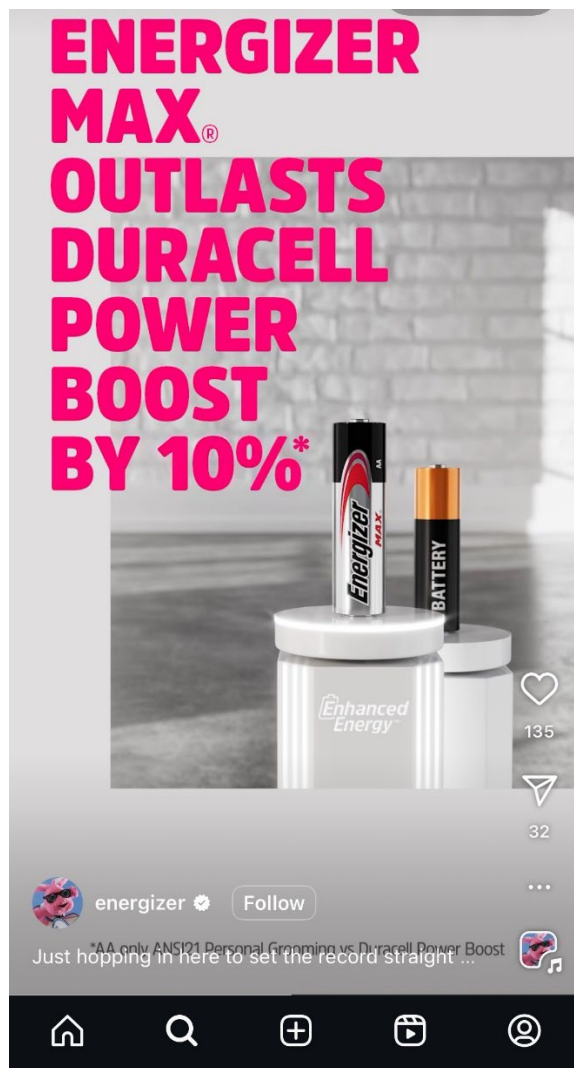
<https://www.facebook.com/Energizer/videos/959712779443590/> ("It's Not Rocket Science") (95,000 views since posted on June 2, 2025);

<https://www.facebook.com/Energizer/videos/733963792494623/> ("Who Outlasts This Bunny?") (61,000 views since June 2, 2025);

<https://www.facebook.com/Energizer/videos/636775526038837/> ("This Bunny Beats Drums and Duracell") (37,000 views since posting on June 2, 2025).

28. Each of these videos is accompanied by a static post that includes the unambiguous and false statement that "Energizer MAX® AA outlasts Duracell Power Boost by 10%*", with no disclaimer that follows the 10% Claim.


29. On an Instagram video, the Disclaimer on the "It's Not Rocket Science" ad, viewed on a phone (where consumers are most likely to see it) is entirely obstructed by the tag line at the bottom that says: "Just hopping in here to set the record straight".
<https://www.instagram.com/reel/DKcaTqIxMXs/>.




30. Per Meta’s Ad Library, Energizer currently is serving the following advertisements to consumers via Facebook and Instagram, beginning on or around June 2, 2025 (https://www.facebook.com/ads/library/?active_status=active&ad_type=all&country=US&is_targeted_country=false&media_type=all&search_type=page&view_all_page_id=64260663696):

- a. “The proof is in the power. Energizer MAX AA outlasts Duracell Power Boost by 10%*” (video)
- b. “Your device deserves better. Energizer MAX® AA outlasts Duracell Power Boost by 10%*” (video)
- c. “Energizer MAX® AA outlasts Duracell Power Boost by 10%*. No fluff. Just facts.” (video)

- d. “Keep going with Enhanced Energy™. Energizer MAX AA outlasts Duracell Power Boost by 10%.*” (static):

 **Energizer**
Sponsored


Keep going with Enhanced Energy™. Energizer MAX AA outlasts Duracell Power Boost by 10%.*




Energizer MAX® Enhanced Energy™
Proven to Last Longer*

Shop Now

- e. “This Bunny beats Drums & Duracell.*” (static):

 **Energizer**
Sponsored


The proof is in the power. Energizer MAX® AA outlasts Duracell Power Boost by 10%.*




Energizer MAX® Enhanced Energy™
[Proven to Last Longer*](#)

Shop Now

f. “Lasts Longer*. 'Nuff Said.” (static):

 **Energizer**
Sponsored

Your device deserves better. Energizer MAX® AA outlasts Duracell Power Boost by 10%.*




*Energizer MAX Enhanced Energy AA AA521 Personal Grooming vs Power Boost AA. ©2025 Energizer. All other trademarks are property of their respective owners.


Energizer MAX® Enhanced Energy™
Get Longer-Lasting Power*

Shop Now

g. “Proven to Lasts Longer*.” (static):

 **Energizer**
Sponsored

Energizer MAX® AA outlasts Duracell Power Boost by 10%.* No fluff. Just facts.



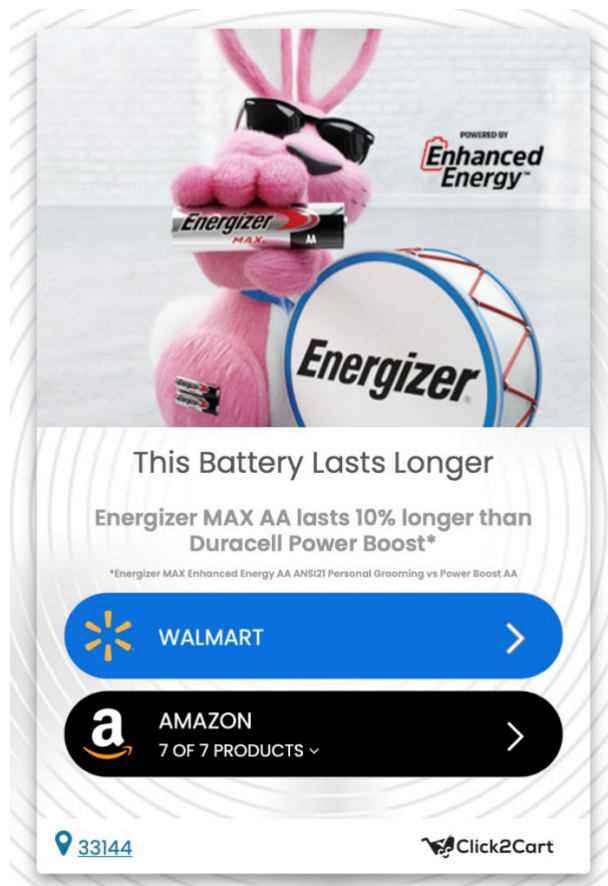
*Energizer MAX Enhanced Energy AA AA521 Personal Grooming vs Power Boost AA. ©2025 Energizer. All other trademarks are property of their respective owners.

Energizer MAX® Enhanced Energy™
Get Longer-Lasting Power*

Shop Now

31. Each of the above static ads contains the unambiguously false statement that “Energizer MAX AA outlasts Duracell Power Boost by 10%*.” Again, there is no disclaimer following this statement on each of the above ads.

32. When clicking on any of the Meta static advertisements mentioned above, the viewer is directed to a Click2Cart page that contains the below landing page with the same False Statements and illegible Disclaimer where the consumer makes a choice between shopping for the Energizer MAX batteries at Walmart or Amazon:



33. When clicking on either the Walmart or Amazon link, the consumer is led to a page offering Energizer MAX batteries. To the extent that there is a purported separate battery offering “Powered By Enhanced Energy” that allegedly performs 10% better than Duracell Power Boost batteries, it is not available through these links. This ad is effectively advertising a product that

does not exist and/or is not available through these links. It is plainly false, deceptive and is designed to mislead consumers, to the detriment of Duracell.

34. The 10% Claim is also prominently featured on Energizer's website at <https://energizer.com/batteries/energizer-max-alkaline-batteries/>:



35. The image on Energizer's website includes a barely perceptible asterisk, the clarity of which is further diminished as it is comingled with a TM notice, and a similar illegible Disclaimer in such tiny font that it can *barely* be read on a laptop (stating: "AA only ANSI21 Personal Grooming vs. DUR Power BoostTM*"). It is entirely illegible when viewing Energizer's website on a phone:



(Approximate real size)

36. The website is further misleading because its Enhanced Energy Statement suggests there is an actual product that is different than the Energizer MAX batteries that are already available in the market and that do *not* perform 10% longer than Duracell Power Boost. Notably, the packaging displayed makes no mention of the Enhanced Energy Statement and instead misleadingly suggests that Energizer MAX AA, AAA, C, D and 9V all outperform Duracell Power Boost batteries. They do not.

**THE STATEMENTS IN THE ENERGIZER MAX ADVERTISING
ARE FALSE AND/OR MISLEADING**

37. The clear and unambiguous message of the Energizer MAX False Advertising featuring the 10% Claim is that all Energizer MAX batteries, or, depending on the advertising

medium, all Energizer MAX AA batteries, outlast all Duracell Power Boost batteries by 10% for all uses, under all standards, or any reasonable basis. This unambiguous message is false.

38. The sole basis for the 10% Claim, according to the illegible (or non-existent, depending on medium) Disclaimer, is a comparison of the performance of Energizer MAX AA batteries that purport to be “Powered By Enhanced Energy” with Duracell Power Boost AA batteries under only the ANSI21 Personal Grooming standard.

39. The Energizer MAX AA batteries widely available on the market do not outlast all Duracell Power Boost batteries by 10% under the ANSI21 Personal Grooming standard.

40. In addition to the ANSI Personal Grooming standard, battery performance is measured by other industry standards, including ANSI Radio/Remote, ANSI Non-motorized Toy/CD, ANSI Flashlight, ANSI Wireless Game Remote, ANSI Motorized Toy, and ANSI Digital Camera.

41. The Energizer MAX False Advertising featuring the 10% Claim is false because Energizer MAX batteries widely available on the market do not “outlast” Duracell Power Boost batteries by 10% for all uses, under all standards, or any reasonable basis. The same is true for Energizer MAX AA batteries.

42. The clear and unambiguous message of the Energizer MAX False Advertising featuring the Beats Duracell Claim is that Energizer MAX batteries outlast all Duracell batteries for all uses, under all standards, or any reasonable basis. This unambiguous message is false.

43. The sole basis for the Beats Duracell Claim, according to the illegible Disclaimer, is a comparison of the performance of Energizer MAX AA batteries that purport to be “Powered By Enhanced Energy” with Duracell Power Boost AA batteries under the ANSI21 Personal Grooming standard.

44. The Energizer MAX batteries widely available on the market do not outlast all Duracell Power Boost batteries under the ANSI21 Personal Grooming standard.

45. The Energizer MAX batteries widely available on the market do not outlast all Duracell batteries for all uses, under all standards, or any reasonable basis.

46. The Energizer MAX False Advertising featuring the Beats Duracell Claim is false because Energizer MAX batteries do not outperform all Duracell batteries for all uses, under all standards, or any reasonable basis.

47. The Energizer MAX False Advertising featuring the Lasts Longer Claim and depicting an image of a Duracell battery conveys a false or misleading inference or impression among consumers that Energizer MAX batteries outperform all Duracell batteries for all uses, under all standards, or any reasonable basis.

48. The sole basis for the Lasts Longer Claim, according to the illegible Disclaimer, is a comparison of the performance of Energizer MAX AA batteries that purport to be “Powered By Enhanced Energy” with the Duracell Power Boost AA batteries under the ANSI21 Personal Grooming standard.

49. The Energizer MAX AA batteries widely available on the market do not outlast all Duracell Power Boost batteries under the ANSI21 Personal Grooming standard.

50. The Energizer MAX AA batteries widely available on the market do not outlast all Duracell batteries under all uses, under all standards, or any reasonable basis.

51. The Energizer MAX False Advertising featuring the Lasts Longer Claim is false and/or misleading because Energizer’s MAX batteries do not outperform all Duracell batteries for all uses, under all standards, or any reasonable basis.

52. The Energizer MAX False Advertising featuring the Proven Claim conveys a false

or misleading inference or impression among consumers that Energizer MAX batteries outperform all batteries (including Duracell batteries), in all sizes for all uses, under all standards, or any reasonable basis.

53. The sole basis for the Proven Claim, according to the illegible Disclaimer, is a comparison of the performance of Energizer MAX AA batteries that purport to be “Powered By Enhanced Energy” with the Duracell Power Boost AA batteries under the ANSI21 Personal Grooming standard.

54. The Energizer MAX AA batteries widely available on the market do not outlast all Duracell Power Boost batteries under the ANSI21 Personal Grooming standard.

55. The Energizer MAX AA batteries widely available on the market do not outlast all Duracell batteries for all uses, under all standards, or any reasonable basis.

56. The Energizer MAX False Advertising featuring the Proven Claim is false and/or misleading because Energizer’s MAX batteries do not outperform all batteries, in all sizes (including Duracell batteries) for all uses, under all standards, or any reasonable basis.

57. Each of the False Statements is misleading in that they convey the false or misleading inference or impression among consumers that Energizer MAX batteries outperform all Duracell Power Boost batteries for all uses, under all standards, or any reasonable basis. Given the comparative nature of the False Statements and their prominence in the Energizer MAX False Advertising, on information and belief, the false or misleading impression has misled or confused consumers regarding the comparative performance of Energizer MAX batteries and Duracell batteries, including Power Boost batteries.

58. The Disclaimer to the False Statements states “Energizer MAX Enhanced Energy AA ANSI21 Personal Grooming vs. Power Boost AA” or “AA only ANSI21 Personal Grooming vs. DUR Power BoostTM” (on energizer.com).

59. The Disclaimer to the False Statements is significantly smaller than the False Statements, including the 10% Claim, the Beats Duracell Claim and the Lasts Longer Claim in the Energizer MAX False Advertising.

60. In some advertisements and media, the Disclaimer is illegible.

61. Consumers are not likely to read, and even if they do, are not likely to understand the Disclaimer.

62. The False Statements analyzed in full context necessarily imply the false message that Energizer MAX batteries outlast all Duracell batteries, including Power Boost batteries, and this is a message that a reasonable consumer would understand or expect from the advertisement.

63. The Energizer MAX False Advertising is false and misleading because it conveys the false or misleading inference or impression among consumers that Energizer MAX batteries purportedly “Powered By Enhanced Energy” is a separate and distinct battery from Energizer MAX batteries, and that they are available online at Walmart and Amazon.

64. Upon information and belief, the Energizer MAX False Advertising has misled or confused consumers regarding the availability of an Energizer MAX battery that performs better than Duracell Power Boost, and has diverted consumers under false pretenses to websites where there is, or was, no such product available, and on information and belief, has misled or confused consumers into purchasing Energizer MAX batteries that do not outperform Duracell Power Boost batteries.

65. Energizer MAX batteries that are available within the United States are sourced from various manufacturing locations across the globe. The performance of Energizer MAX batteries varies substantially depending upon the manufacturing location of the battery that is being tested. This variation is also dependent upon the use of the battery, *e.g.*, the type of device the battery is used in, or the testing being conducted on the battery, *e.g.*, the ANSI Personal Grooming standard, the other ANSI standards, or any reasonable basis. Nowhere in the Energizer MAX False Advertising does Energizer identify the country of manufacture for the Energizer MAX batteries that would support the False Statements, thus further rendering the Energizer MAX False Advertising false and misleading.

66. By promoting the False Statements, Energizer is deceiving consumers into believing they are purchasing a battery that is longer-lasting than Duracell Power Boost™ battery for all purposes.

INJURY TO DURACELL

67. Energizer's false and/or misleading advertising regarding its Energizer MAX batteries, on information and belief, has influenced and will likely continue to influence customers and consumers in an intensely competitive marketplace to purchase Energizer's battery products instead of Duracell's battery products. Indeed, in the less than two weeks following the launch of the Energizer MAX False Advertising, the views on social media and YouTube alone are nearly 200,000.

68. Energizer's false and/or misleading claims regarding its Energizer MAX batteries lasting longer than Duracell Power Boost batteries are damaging and, unless enjoined, will continue to damage Duracell's ability to compete fairly for market share as well as consumer and customer loyalty on the basis of an exchange of truthful and relevant consumer information.

69. Duracell has suffered and will continue to suffer irreparable reputational harm, including the tarnishing of its brand and loss of goodwill, and is without an adequate remedy at law for Energizer's knowingly wrongful conduct.

FIRST CAUSE OF ACTION

(False Advertising Under the Lanham Act, 15 U.S.C. § 1125(a))

70. Duracell repeats and realleges each and every allegation contained above as if the same were set forth fully herein.

71. Energizer, on or in connection with goods it distributes in interstate commerce, has made and is continuing to make false and/or misleading statements concerning its Energizer MAX batteries lasting longer than Duracell Power Boost batteries, including but not limited to the False Statements detailed herein. These statements constitute false descriptions of fact or false representations of fact as to the inherent nature, characteristics and qualities of Energizer MAX batteries.

72. Energizer's false and/or misleading advertising are of such a nature that they have tendency to deceive a substantial portion of customers and consumers as to the amount of time Energizer MAX batteries will last compared to Duracell Power Boost batteries.

73. Energizer's false descriptions of fact or false representations of fact were made in commercial advertising or promotion and are material in that they are likely to influence the public's decision to purchase such products.

74. The foregoing acts of Energizer constitute false descriptions or representations of fact in commercial advertising in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

75. As a result of Energizer's willful conduct, Duracell has suffered irreparable harm, for which it has no adequate remedy at law, and will continue to suffer irreparable injury unless

and until Energizer's dissemination of the advertising campaign is enjoined by this Court, pursuant to 15 U.S.C. § 1116.

76. In addition, Energizer will unjustly reap profits from sales based on consumer reliance on the advertising campaign's false and deceptive statements of fact.

77. Pursuant to 15 U.S.C. § 1117, Duracell is entitled to actual damages in an amount to be determined at trial, to have such damages trebled, to Energizer's profits, to the costs of this action, and to attorneys' fees.

SECOND CAUSE OF ACTION

(Deceptive Trade Practices and False Advertising Under N.Y. General Business Law §§ 349 and 350)

78. Duracell repeats and realleges each and every allegation contained above as if the same were set forth fully herein.

79. Energizer's willful and knowing false advertising and deceptive trade practices were directed toward consumers with the aim of influencing consumers to make purchasing and product decisions based on the false advertising and deceptive trade practices.

80. By making claims about its Energizer MAX batteries lasting longer than Duracell Power Boost batteries in a willfully and knowingly false and deceptive manner, Energizer made false claims that were material to the consuming public's purchasing and product decisions.

81. Energizer's willful and knowing broadcast and dissemination of the false advertising has caused and will cause harm to Duracell and to the consuming public by deceiving them as to the performance and effectiveness of Energizer's and Duracell's batteries.

82. The foregoing acts of Energizer constitute deceptive trade practices and false advertising in violation of §§ 349 and 350 of the New York General Business Law.

83. Duracell has suffered and will continue to suffer injury as a result of Energizer's false advertising and deceptive trade practices in the form of lost customers and lost sales, damage to its reputation and brand, and erosion of its goodwill.

THIRD CAUSE OF ACTION

(Common Law Unfair Competition)

84. Duracell repeats and realleges each and every allegation contained above as if the same were set forth fully herein.

85. Energizer has engaged in unfair competition by making false and deceptive statements about its Energizer MAX batteries lasting longer than Duracell Power Boost batteries (including but not limited to the False Statements detailed herein), thereby damaging Duracell's ability to compete fairly for market share as well as consumer and customer loyalty on the basis of an exchange of truthful and relevant consumer information.

86. Energizer acted willfully and in bad faith in making claims about its Energizer MAX batteries lasting longer than Duracell Power Boost batteries (including but not limited to the False Statements detailed herein) that it knew to be materially false and deceptive.

87. The foregoing acts of Energizer constitute false advertising and unfair competition in violation of the common law of the State of New York.

JURY DEMAND

Duracell demands a jury trial on all issues so triable.

* * *

WHEREFORE, Duracell demands judgment against Energizer for the following relief:

1. A judgment declaring that Energizer has:
 - a. violated Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a);

- b. engaged in false advertising and deceptive trade practices in violation of the New York General Business Law §§ 349 and 350; and
- c. engaged in unfair competition in violation of the common law of the State of New York;

2. Preliminary and permanent injunctions enjoining Energizer, its agents, officers, employees, and all those acting under its control or on its behalf from broadcasting, publishing or disseminating, in any form or in any version or in any medium, including but not limited to television, social media, YouTube, print, or the Internet, any claim that its Energizer MAX batteries last longer than Duracell Power Boost batteries (including but not limited to the False Statements detailed herein) or any similar claim;

3. A mandatory injunction directing Energizer, its agents, officers, employees, and all those acting under its control or on its behalf, to issue corrective advertising to dispel the impact and effect of the false and deceptive claims regarding its Energizer MAX batteries lasting longer than Duracell Power Boost batteries (including but not limited to the False Statements detailed herein) or any similar claim;

4. An Order directing Energizer to account to Duracell for all gains, profits, savings, and gains obtained by it as a result of its false advertising and unfair competition;

5. An Order awarding to Duracell actual damages resulting from Energizer's unlawful conduct, in an amount to be determined at trial and trebled pursuant to 15 U.S.C. § 1117;

6. An Order awarding to Duracell Energizer's profits attributable to its unlawful conduct, in an amount to be determined at trial and increased in the Court's discretion pursuant to 15 U.S.C. § 1117;

7. A declaration that this is an “exceptional case” due to the willful nature of Energizer’s false advertising, and awarding attorneys’ fees, costs, and expenses to Duracell pursuant to 15 U.S.C. § 1117;

8. An Order requiring Energizer to pay Duracell’s costs, expenses, and reasonable attorneys’ fees pursuant to §§ 349 and 350 of the New York General Business Law;

9. An Order awarding Duracell punitive damages in an amount sufficient to deter other and future similar conduct by Energizer and others, in view of Energizer’s wanton and deliberate unlawful acts; and

10. An Order granting Duracell such other and further relief as the Court deems just and proper.

Dated: June 13, 2025

Respectfully submitted,

/s/ Casey D. Laffey

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